



April 21, 2023

Antonina Tantillo
Town Clerk
141 Main St.
Townsend DE, 19734

Re: Townsend Municipal Park Gazebo Masonry Repairs

Dear Antonina,

The existing stone veneer on the base of the gazebo is loose and falling off. We are pleased to submit a proposal for the labor and materials necessary to perform the following scope of work:

Option 1: Two Section Repairs

- The stone veneer on the two bad sections (approximately 4' x 28") will be removed and cleaned
- A base coat of stucco will be applied
- Relay the existing stone and repoint on both sections
- New stones (best match possible) will be laid where needed

Total \$18,126.00

(Eighteen Thousand One Hundred Twenty-Six Dollars)

Option 2: Total Stone Replacement

- All the stones on the lower panels and stairway will be removed
- New stones will be re-laid back and repointed

Total \$35,886.00

(Thirty-Five Thousand Eight Hundred Eighty-Six Dollars)

Option 3: Stucco Option

- All the stones on the lower panels and stairway will be removed
- Apply a base coat of stucco
- Apply a finish coat of stucco with a skip trowel finish

Total \$24,126.00

(Twenty-Four Thousand One Hundred Twenty-Six Dollars)



EDiS COMPANY

TEL. (800) 995-EDiS • ediscompany.com

General Clarifications:

- Pricing valid for 30 days
- Work to be performed during normal business hours

Please let us know if you have additional questions. Thank you for considering EDiS.

Sincerely,
EDiS Company

Vincent Colonna
Special Projects & Service Manager

If this proposal is acceptable, please acknowledge by signing below or issue a Purchase Order number.

Company _____

Signature _____ Date _____

1. Contractor shall perform the Work in accordance with the Contract Documents except to the extent indicated in the Contract Documents to be the responsibility of others. The standard of care to which Contractor is held is that level of skill and competence ordinarily and contemporaneously demonstrated by professionals of the same discipline practicing in the same locale and faced with the same or similar facts and circumstances. Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents. Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Work was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse.
2. Contractor shall perform the Work in accordance with the Progress Schedule, which may be modified from time to time. If Contractor is delayed at any time in the commencement or progress of the Work by any act or neglect of Owner or the architect, or of an employee of either, or of a separate contractor employed by Owner, or by changes ordered in the Work, or by adverse weather conditions, or by unforeseen or differing site conditions, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or other causes which may justify delay, then the Contract Time shall be extended by change order for a reasonable period of time. Contractor may also recover damages incurred, associated with and/or arising out of such delay. Contractor and those acting on behalf of Contractor shall be excused from performance hereunder during any work stoppage or job action in which there is a threat of violence, intimidation or damage to personal property.
3. Unless otherwise noted in the Contract Documents, Contractor shall secure and pay for the building permit. Owner shall secure and pay for all other necessary approvals, easements, assessments and charges required for construction, use or occupancy of the Project.
4. Contractor shall be entitled to rely on the accuracy of the information furnished by Owner but shall exercise proper precautions relating to the safe performance of the work. It is not Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations.
5. Contractor shall submit to Owner a monthly application for payment. Each application for payment shall include all approved change orders and/or equitable adjustments to the Contract Sum. Owner shall pay the amount due on each payment application no later than ten (10) days after receipt of the payment application. Applications for payment may also include materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by Owner, suitably stored off the site). Contractor may suspend any duty to perform under this Contract if at any time any payment, reimbursement or costs are due and outstanding for a period of more than fifteen (15) calendar days from the date of invoice. In the event of a suspension, Owner agrees to reimburse Contractor for all increases in the cost of the Work caused by the suspension, including profit on the increased cost of performance and expenses related to demobilization and remobilization, if any. Payments due but unpaid shall bear interest from the date payment is due at the prime rate prevailing under Delaware law. The Contract Amount and Contract Time shall be equitably adjusted by a change order for the reasonable cost and delay resulting from such shutdown, delay and start-up. In addition, upon seven (7) days' written notice to Owner, Contractor may terminate the Contract if Owner fails to pay Contractor in accordance with this Contract or otherwise materially breaches this Contract. Upon termination, Contractor shall be entitled to recover from Owner payment for all work executed and for any loss, cost or expense, in connection with the work, including all demobilization costs plus reasonable overhead and profit on work not performed.
6. Final payment, constituting the entire unpaid balance of the Contract Amount, shall be made by Owner to Contractor when Contractor has fully performed the Contract except for Contractor's responsibility to correct work within the warranty period. Any claims by Owner against Contractor shall be waived by the making of final payment, except for claims relating to liens, warranties, defective work and latent defects.
7. The ordering of extra work from Contractor or any subcontractor by any person acting on behalf of Owner shall constitute an agreement by the Owner to pay for said work, whether or not confirmed by a change order.
8. Prior to the start of work, Contractor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). Prior to the start of the work, Owner shall obtain and maintain property insurance written on a Builder's Risk "all risk" policy form upon the entire Project for the full cost of replacement at the time of loss and shall cover, without limitation, reasonable compensation for Contractor's services and expenses required as a result of such insured loss. This insurance shall also name Contractor, subcontractors, sub-subcontractors, material suppliers and architect/engineer as named insureds. This insurance shall provide for a waiver of subrogation in favor of Contractor, subcontractors, sub-subcontractors, material suppliers and architect/engineer. This insurance shall cover portions of the work stored off site. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by the insurance, whichever is later. If Owner does not intend to purchase the property insurance required by this Contract, Owner shall give written notice to Contractor before the work is commenced. Contractor may then provide such insurance and the cost shall be charged to Owner in a change order. Owner and Contractor waive all rights against each other and their respective employees, agents, subcontractors, sub-subcontractors and material suppliers for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of insurance and such rights as Contractor may have for the failure of Owner to obtain and maintain property insurance in compliance with this Paragraph.
9. If Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials, persistently disregards or violates laws, ordinances, rules regulations or orders of any public authority having jurisdiction, or otherwise persistently or repeatedly fails or neglects to carry out the work in accordance with the Contract, Contractor may be deemed in default. If Contractor fails within seven (7) working days after written notice from Owner to commence correction of such default, then Owner may notify Contractor that it intends to terminate the Contract for default absent corrective action within fourteen (14) additional days. After the expiration of the additional fourteen (14) day period, Owner may terminate this Contract by written notice absent appropriate corrective action by Contractor. If Contractor cures or commences to cure within either cure period, then Owner may not terminate the Contract.
10. If it is necessary to enforce any provision of this Contract, Contractor shall be reimbursed by Owner for all legal and other reasonable costs related thereto, including attorneys' fees, court costs, administrative time, and other collection costs.
11. Owner waives all claims for indirect, special and consequential damages, including but not limited to claims for damages incurred for rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. Owner's waiver of damages is applicable, without limitation, to all consequential damages due to either party's termination of the Contract.
12. Neither Owner nor Contractor shall assign or transfer the work of this Contract, or the money due or to become due under it, without the express written consent of the other party; and any such assignment or transfer without such consent shall be void.
13. The Contract and other Contract Documents shall be read as to complement each other. However, in the event of a conflict in the terms thereof, the provisions of this Contract shall have precedence over the terms of the other Contract Documents.
14. This Contract represents the entire and integrated agreement between Owner and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by a change order.
15. Nothing contained in this Contract shall create a contractual relationship of any kind between any persons or entities other than Owner and Contractor nor shall the Contract create any cause of action in favor of a third party against either Owner or Contractor.
16. The provisions of this Contract are independent and separable from each other and, in the event any provision or section hereof shall be declared or determined to be void or invalid for any reason, all remaining provisions and sections shall be binding and effective. If any provision or section shall be invalid only in matter of degree, the valid degree of such provision or section shall be deemed to constitute the agreed provision hereunder.
17. A failure by Contractor to assert a right under this Contract shall not be construed as a waiver to assert that right or any other right at a later time.
18. Any claims, disputes, and matters arising from or related to the Contract shall be resolved through binding arbitration. Prior to arbitration, the parties shall endeavor to resolve the dispute through mediation using the architect or a mutually agreeable mediator or through the American Arbitration Association. A request for mediation shall be filed in writing with the other party to the Contract. The request may be made concurrently with the filing of a demand for arbitration but, in such event, arbitration shall be stayed pending mediation or for a period of ninety (90) days of the filing. The parties shall share the mediator's fee and any other mediation fees equally. Any agreement that results from the mediation shall be enforceable in any court having jurisdiction. Disputes not resolved by mediation shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. Any award for punitive damages is expressly prohibited. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or repose. No arbitration arising out of, or relating to the Contract may include, by consolidation, joinder or otherwise, any person or entity who is not a party to the Contract Agreement, except by written signed consent of both Contractor and Owner.
19. Limitation of Liability: It is understood and agreed that Contractor's aggregate liability to the Owner, the Owner's agents and employees for any and all damages arising out of or related to this Contract or the Work, shall not exceed and is limited to the amount of the Contract sum, to be prorated for work not yet completed.
20. This Contract shall be interpreted under and in accordance with the laws of the State of Delaware.
21. Owner and Contractor hereby represent that they have full power and authority to enter into and perform this Contract and do not know of any contract, agreements, promises or other reason which would prevent the full execution and performance of the Contract.